



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Date Issued: March 31, 2006

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Information for Request for Proposals
Re: RFP NHDOC 06-08-GFMED

Attached is a Request for Proposals and contract format for providing Pre-Employment and Fitness-for-Duty Medical Examinations to the NH Department of Corrections northern area of the State of New Hampshire. The awarded contract will be effective from Governor and Executive Council approval or August 11, 2006, whichever is later, through June 30, 2009 with an option to renew for an additional period of up to two (2) years only after the approval of the Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.

Vendor Conference:

The NH Department of Corrections will hold a **mandatory** Vendor Conference with all prospective Vendors. The Vendor Conference is mandatory for establishing suitable Vendors and to answer any questions related to this contract and the technical aspects of the services to be contracted, **Proposals will not be accepted from Vendors who do not attend the Vendor Conference.** This Vendor Conference will be held at Northern New Hampshire Correctional Facility, 138 East Milan Road, Berlin, NH on **April 20, 2006 at 10:00am.**

- 2.1. The purpose of the Vendor Conference is to:
 - 2.1.1. Request clarification of any section of the RFP.
 - 2.1.2. Request changes to the RFP for requirements considered so restrictive as to prohibit or discourage responses.
 - 2.1.3. Offer suggestions or changes to the RFP, which could improve the RFP competition or lower the offered price.
 - 2.1.4. Review any applicable documentation.

RSVP to Attend Vendor Conference

Vendors are requested to RSVP via US mail, fax or email by **April 17, 2006** indicating the number of individuals (maximum of 2) who will attend the Vendor Conference. Send this written RSVP to Lisa Angelini either by email fax or regular mail. See the next page for contact information.

Proposal Inquiries

All inquiries concerning this Request for Proposals shall be made in writing, citing the RFP Title, RFP Number, Page, Section, and Paragraph, and submitted to Lisa Angelini at the addresses as listed below.

No inquiries will be entertained unless they are written or typed and received by the addressed person on or before **April 17, 2006**. Inquiries must be submitted by the officer of the organization that is permitted to legally obligate the organization to the terms of this RFP and Contract.

All inquiries and RSVP's pertaining to the services being requested or this RFP herein should be directed in writing to:

Employee Health Services Administrator
Lisa Angelini
NH Depart. Of Corrections
PO Box 1806
Concord, NH 03302-1806
langelini@nhdoc.state.nh.us

Specifications:

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to this Request for Proposals (RFP) are made. Verbal agreements or instructions from any source are not authorized.

Special Note:

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for preparation of proposals is the sole responsibility of the vendor.

Financial commitment by the NH Department of Corrections (NHDOC) will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a contract.

Proposal Submissions

Please submit **three (3) original** complete signed proposals. Proposals must be typed or clearly printed in ink. Corrections must be initialed. Proposals that are not complete or are unsigned will not be considered. Any proposal received after the deadline will be considered "technically non-responsive" and the vendor will be so notified by the NH Department of Corrections.

Labeling the Proposal for Submission

Please clearly mark the outside of your envelope RFP NHDOC 06-12-GFHR, 5/1/2006 **Proposals must be received by the Contract/Grant Administrator no later than May 1, 2006, before 2:00pm to be considered.** The address to submit proposals to is: PO Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third floor of the NH DOC Headquarters Administrative Building, 105 Pleasant Street, Concord NH, 03301.

Evaluation Criteria/Procedural

The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation reviews to ensure the proposal:

- conforms in form and format to the instructions contained within the RFP;
- is complete;
- is properly executed; and
- contains all required supporting documentation.

Best Interest of the State

If the NHDOC determines it is in the best interest of the State, it may seek a "*BEST AND FINAL OFFER*" from Vendors submitting acceptable and /or potentially acceptable proposals. The "*BEST AND FINAL OFFER*" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NHDOC reserves the right to exercise this option.

Schedule of Events
(Timetable)

Table 1.

Event #	Description of Event	Date of Event
1.1.	RFP Issued	4/3/2006
1.2.	Written Inquiries Due	4/17/2006
1.3.	Answer to Inquiries, Posted to the NH DOC website.	4/21/2006
1.4.	Proposals Due	5/1/2006
1.5.	Best & Final Offer	If Necessary
1.6.	Contract Finalization	May, 2006
1.7.	Approval by the Governor and Executive Council	June, 2006
1.8.	Start Services, Only Berlin, NH.	8/1/2006

Proposal Cover Sheet Instructions

Page 1 of 1

1. Location of Services

Locations are as specified in Exhibit A, section 1.

2. Vendor:

Organization name as it appears on the Certification of Good Standing provided by NH Secretary of State.

Note: In order to obtain the Certificate of Good Standing, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for \$5.00 made payable to the State of New Hampshire. In the event that you need to expedite the request, you may fax the request to 603-271-3247 or go in person to request a copy and you will be billed \$30.00 for the expedited service. Include your mailing address, corresponding check number, and telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

3. Address:

Address as identified on Alternate W-9 and actual location(s) of vendor business. Not a PO Box number.

4. Signature:

Person authorized to legally bind the vendor to the terms of this RFP and the State Contract Form (P-37).

5. Date:

Date the document is signed.

6. Title:

Title of the officer signing the contract.

7. Type or Print Name Signed Above:

Typewritten name of the person responsible for the implementation of this service (Project Director).

8. Contact Person:

Name of a representative responsible to service this contract.

9. Telephone:

Telephone number of the Contact Person.

10. Email:

Email address of the Contact Person.

11. Fax:

Number where a fax can reach the Contact Person.

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The provision of Pre-Employment and Fitness-for-Duty Medical Examination Services to the NH Department of Corrections sites as listed in Exhibit A, section 1.

Northern NH Correctional Facility
138 East Milan Road
Berlin, NH 03570

10. E-MAIL: _____ 11. FAX: _____

Proposal Check Sheet

Page 1 of 1

Materials to be Submitted

Vendors shall submit **three (3) original copies** of their proposal and the following executed documents with original signatures in ink, signed by the Corporate Officer duly authorized to execute said documents on behalf of the corporation as listed on the Certificate of Authority.

If your organization is interested in submitting a proposal complete/obtain and return the following:

- ☐ Proposal Cover Sheet;
- ☐ Proposal Check Sheet;
- ☐ Exhibit A – Scope of Services;
- ☐ Exhibit B – Estimated Budget/Method of Payment;
- ☐ Exhibit C – Special Provisions;
- ☐ Exhibit D – Selection/Evaluation Process and Criteria
- ☐ Attachment 1 – Contract Form P-37 (Execute All Highlighted Sections);
 - Please fully execute: Items 1.3, 1.4, 1.11, and 1.12, in front of a notary or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2.
- ☐ Attachment 2 - Rules of Conduct for Persons Providing Contracted Services;
- ☐ Attachment 3 - Administrative Rules;
- ☐ Attachment 4 - Confidentiality of Information Agreement;
- ☐ Attachment 5 - Certificate of Authority;
- ☐ Attachment 6 - Alternate W-9 Form;

Other necessary forms:

- ☐ Certificate of Good Standing:

In order to obtain a Certificate of Good Standing, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for \$5.00 made payable to the State of New Hampshire.

In the event that you need to expedite the request, you may fax the request to (603) 271-3247 or go in person to request a copy and you will be billed \$30.00 for the expedited service.

Include your mailing address, corresponding check number, and telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

Note: (only one original Certificate of Good Standing is required per organization)

- ☐ Certificate of Insurance Coverage:

The vendor must contact their Insurance provider to get this form pursuant to section 14 of the State Form (P-37). Once obtained you may include it with your responding proposal. The vendor may have your insurance provider fax a copy of the form to: NH Department of Corrections, Contract Administrator, (603) 271-5639. The Certificate of Insurance must designate the NH Department of Corrections, PO Box 1806, Concord, NH 03302-1806, as a Certificate Holder on the form to be accepted by the State of NH

PRE-ASSIGNMENT AND/OR FITNESS FOR DUTY EXAMINATIONS IN ACCORDANCE WITH THE ATTACHED
REQUEST FOR PROPOSAL (Medical Guidelines adopted by N. H. Police Standards & Training Council)

Credentials

All examinations will be performed by Board Certified (Occupational Health) Physicians, certified Advanced Registered Nurse Practitioners (ARNP) or certified Physician Assistants duly licensed to practice in the state of New Hampshire.

Pre-assignment Examinations

1. Pre-assignment examinations will be scheduled after the applicant has accepted a conditional offer of employment.
2. Documentation will be recorded on forms provided by the NH Department of Corrections
3. Applicants will receive a Physical Evaluation Packet at the time of the offer of employment (contents attached) and complete the Medical History form prior to reporting for their examination.
4. The examination will include:
 - a. Medical and Occupational history
 - b. Physical examination of all body systems
 - c. TB Screening
 - 1.) Mantoux skin test will be administered to all applicants unless specifically waived by NH DOC or Employee Health Administrator for section 5, item b.
 - 2.) Symptoms check will be performed for individuals with history of previous positive skin test or determined by the examiner.
 - 3.) Chest X-ray if applicable being determined by the examiner.
 - d. Audiology screening via pure tone audiometer for officer applicants only .
 - e. Urinalysis via dipstick.
 - f. Electrocardiogram (EKG) per community clinical standards
5. Addressing significant findings:
 - a. Positive responses to items 11-24 on the Medical History form and must be addressed and commented upon in Item 28 of that form.
 - b. Positive clinical findings in items 7-20 on the Physical Examination form and must be addressed in Item 21 of that form.
6. Distribution:
 - a. Applicant is to receive the following documents at the conclusion of the examination:
 - 1.) TB Screening/Immunization Record when Mantoux skin test is performed; if symptom check is performed, do not give this form to the Applicant.
 - 2.) Front Door Pass Memo
 - 3.) The last copy of the Occupational Health form
 - 4.) Medical Follow -up Notice, if applicable
 - 5.) Audiology Referral Memorandum and Medical Standards for recourse audiology testing, if applicable
 - b. NH DOC Employee Health Services is to receive the originals of all forms included in the packet, marked "confidential" and mailed to:

NH DOC Employee Health Services
PO Box 1806
Concord, NH 03301-1806
 - c. Contractor is to retain carbons of forms included in the packet

PLEASE NOTE: Any **additional testing/procedures** performed by vendor, other than EKG as referred to previously, will require **prior authorization** and approval by either the N. H. Department of Corrections Administrator of Employee Health Services, or Administrator of Human Resource

(
Fitness for Duty Evaluations

1. General Fitness for Duty Evaluations

- a. At the request of the Department of Corrections, employees may be scheduled to have an evaluation of their health status as it relates to:
 - i. their physical capacity to perform their required duties, or;
 - ii. to the communicability of disease.
- b. These evaluations are tailored to the occupation of the employee and the environment in which the employee works.

2. Duty-specific Evaluations

These evaluations are for the purposes of meeting acceptable safety and health practices for individuals who are required to use specialized equipment for particular duty assignments; to include, but not limited to the wearing of tight fitting respirators.

- a. The contractor will review a standard medical questionnaire for the fee specified in Exhibit B
This review includes all administrative paperwork and phone consultations with the employee and/or Administrator of Employee Health Services.
- b. If the examiner determines that an examination is necessary, the medical questionnaire review fee will be waived and the Fitness for Duty fee as specified in Exhibit B will apply.

] Immunizations

1. Correctional Officers and direct patient care Health Services Staff will be offered the Hepatitis B vaccine, consisting of a series of three (3) injections
2. Administration of the series will begin after date of hire.
3. Employees are responsible for making and keeping appointments for receiving the vaccine.

] Duration of Contract

1. The contract period is for three (3) years and will begin upon Governor and Executive Council approval or August 11, 2006, whichever is later and will expire on June 30, 2009.
2. Upon mutual agreement of the parties, the contract may be renewed once for a period of up to two (2) years upon the approval of the Governor and Executive Council of the State of New Hampshire.
3. When the contract is extended as per above the same terms and conditions of the original contract will remain in effect during the extension period.

] The Contractor must be equipped to provide handicap access to services as per the Americans With Disabilities Act and the governor's Commission of the Disabled.

(This contract may be modified as needed upon mutual written agreement between the parties; modifications will be limited to process or forms revision only.

Exhibit B

Estimated Budget/Method of Payment

Page 1 of 3

1. Contract Period: This contract will begin upon Governor and Executive Council approval or August 11, 2006, whichever is later, and will expire on June 30, 2009.
2. The contract amount is not to exceed the dollar amount set forth on the State Form (P-37) of this agreement, section 1.8 - Price Limitation.
 - 2.1. The Contractor will submit monthly invoices as follows:
 - 2.1.1. Complete and submit 2 original signed monthly invoices containing the following information:
 - 2.1.2. description of the service (s) provided,
 - 2.1.3. dates of said service (s),
 - 2.1.4. cost of the service (s).
3. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
4. All invoices will be sent to the Employee Health Services Administrator at the NH Department of Corrections (NHDOC), Headquarters, PO Box 1806, Concord, NH 03302-1806, for approval before payment will be issued.
5. Within thirty (30) days of approval of said invoice by the NHDOC, the department shall reimburse the Contractor the amount of the Contractor's approved invoice.
6. The NH Department of Corrections may make adjustments of the payment amount and/or suspension of payments if the following occur: The monthly invoice is not submitted in accordance with the instructions established by the NHDOC.
7. The attached fee schedule will remain in force for the duration of this contract. See Exhibit B.
8. Monthly invoiced shall be submitted, in duplicate, by the contractor to:

DEPARTMENT OF CORRECTIONS
NH DEPARTMENT OF CORRECTIONS
ATTN: EMPLOYEE HEALTH SERVICES ADMINISTRATOR
PO BOX 1806
CONCORD, NEW HAMPSHIRE 03302-1806

11. Contractor invoices shall be limited to billing for Pre-Employment and Fitness-for-Duty Medical Examination services only.
12. This contract may be renewed one time for a period of up to two (2) years under the same terms and conditions, upon mutual agreement of the parties and approval by the Governor and Executive Council of the State of NH.

FEE SCHEDULE QUOTATION

CONTRACTOR NAME: _____

Fee Schedule

<u>Service</u>	<u>Fee</u>
Pre-assignment Physical Examination for Officers (Mantoux; Dipstick u/a; Audiology)	_____
Pre-assignment Physical Examination for Civilians (Mantoux; Dipstick u/a)	_____
Audiology Screen using audiometer	_____
Mantoux Test	_____
Electrocardiogram	_____
Chest X-Ray	_____
Hepatitis B Vaccine--(Series of three [3])--Cost PER DOSE	_____
Fitness for Duty Evaluation (Specific to occupational demands and/or Individual's medical condition)	_____
Medical Questionnaire Review	_____

Exhibit B

Estimated Budget/Method of Payment

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Appointment Scheduling Options (Check the appropriate box)

Availability:

Yes **No**

Appointment within 24 hours

<input type="checkbox"/>	<input type="checkbox"/>
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Appointment within 48 hours

<input type="checkbox"/>	<input type="checkbox"/>
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Appointment within 72 hours

<input type="checkbox"/>	<input type="checkbox"/>
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Appointment within 1 week

<input type="checkbox"/>	<input type="checkbox"/>
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Weekend appointments available

<input type="checkbox"/>	<input type="checkbox"/>
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Evening appointments available

<input type="checkbox"/>	<input type="checkbox"/>
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1. Any failure of the contractor to meet the requirements of this contract shall constitute an event of default and provide justification for the contracting agency to immediately terminate said contract.
2. Failure to meet the requirements of the contract by the contracting vendor will automatically grant approval for the NH Department of Corrections to hire another contractor to complete services at the contracting vendor's expense.
3. In the event that the Contractor or the NH Department of Corrections wishes to terminate the contract prior to the date specified in 1.6 Completion Date, a 30-day written notice will be required.
4. The State reserves the right to reject any and all proposals. Failure to furnish all information called for in the request may be considered sufficient reason for rejecting the submitted proposal.
5. Provide competent, licensed personnel (if applicable). It is intended by the parties hereto to create a relationship of independent Contractor where the Contractor is not an agent or employer of the Prison and no joint enterprise or partnership is intended by this contract.
6. Contractor agrees to comply with the following:
 - 6.1. all rules and regulations of the Department of Corrections;
 - 6.2. all established procedures of the Department of Corrections; and
 - 6.3. any recommendations on the performance of this contract providing they do not alter the scope of this contract.
7. With the return of this RFP, the Contractor shall furnish a "Certificate of Insurance" in compliance with Sections 14 Insurance and Bond, as outlined in the Agreement – General Provisions. **The Certificate of Insurance must designate the NH Department of Corrections, PO Box 1806, Concord, NH 03302-1806, as a Certificate Holder on the form** to be accepted by the State of NH.

Exhibit D

Selection/Evaluation Process and Criteria

Page 1 of 3

Proposals received from qualified Vendors will be evaluated on a 'Best Value' basis using the criteria identified in this section. The State expects to contract with one vendor but may upon its discretion contract with more than one vendor.

1. Proposal Receipt and Review

Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the Request for Proposals to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.

The State will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.

The State reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.

The State may cancel the procurement and make no award, if that is determined to be in the State's best interest.

2. Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this Request in a cost-effective manner. Specific criteria are:

- Technical Experience/Ability; and
- Pricing

Note: If the Technical Experience/Ability of an organization does not fit with the needs of that of the NH Department of Corrections that will designate the vendor as non-qualifying. The non-qualifying vendor will be omitted from the rest of the evaluation and will be so notified in writing.

3. Public Disclosure

RSA 21-I: 13-a, II provides, in part, that no information shall be made available to the public concerning invitations or proposals for public bids from the time the proposal is made public until a contract is actually awarded in order to protect the integrity of the public proposal process. Accordingly, the State has determined that information contained in proposals submitted in response to any RFP shall not be released to the public until the Governor and Executive Council of the State of New Hampshire approve a contract. At that time, all proposals will be disclosed to the public to the extent required by the statutes governing access to public records and meetings, RSA Ch. 91-A.

Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors.

Proposals will be made available to the public after all discussions, negotiations, final awards have been made and after Governor and Executive Council approval. The NH Department of Corrections reserves the right to reject any and all proposals submitted in response to this RFP.

Exhibit D

Selection/Evaluation Process and Criteria

Page 2 of 3

4. Selections, Notification, and Award of Contract

Although proposals may be accepted and a contract awarded without discussion, the State may initiate discussions should clarification or negotiation become necessary. These discussions will usually be limited to all acceptable proposals but may also be extended to the potentially acceptable proposals. Vendors shall be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.

If the Department of Corrections awards a contract relative to this Request for Proposals, a letter shall advise the successful Vendor(s). Public announcements or news releases pertaining to any contract awarded shall not be made without the written permission of the NH Department of Corrections.

5. Evaluation Criteria/Procedural

The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation reviews to ensure the proposal:

- conforms in form and format to the instructions contained within the RFP;
- is complete;
- is properly executed; and
- contains all required supporting documentation.

6. Best Interest of the State

If the NHDOC determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from Vendors submitting acceptable and /or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NHDOC reserves the right to exercise this option.

**N.H. DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES**

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the Department are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for assistance from a staff member before proceeding any further.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Name

Signature

Date

Witness Name

Signature

Date

**N.H. DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES**

COR 307 Items Considered Contraband. Contraband shall consist of:

- (a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics, alcohol, and tobacco products,
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- (b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- (c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- (d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- (e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- (f) Any intoxicating beverage.
- (g) Sums of money or negotiable instruments in excess of \$100.00.
- (h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- (i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons
 - (2) clubs and club-like weapons
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity
 - (4) pornography or pictures of visitors or prospective visitors undressed
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued.
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes.
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- (a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- (b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- (c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked... All items and clothing carried into the institution... shall be searched for contraband.

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Witness Name	Signature	Date

**N.H. DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT**

I understand and agree that I must abide by all rules, regulations and laws of the State of New Hampshire and the Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with persons under the supervision of the Department of Corrections. If I am approached by anyone under the NH Department of Corrections' custody or control, or, someone who has personal relations with someone under NH Department of Corrections' control or custody who requests information, I will immediately contact my supervisor and the appropriate NH Department of Corrections' security staff and it will be reported in writing immediately to the NH Department of Corrections.

Any violation of the above will result in immediate action.

_____ Name	_____ Signature	_____ Date
_____ Witness Name	_____ Signature	_____ Date

**CERTIFICATE OF AUTHORITY
WITH SEAL**

I, _____, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of _____.
(the Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on _____.
(date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of _____ services.

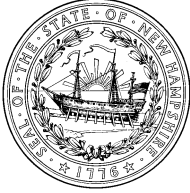
RESOLVED: That the _____
(Title of the one who signed the contract)
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of _____.
(today's date)

4. _____ is the duly elected
(Name of one who signed contract)
_____ of the Corporation.
(Title of one who signed the contract)

(CORPORATE SEAL)

Signature of the Clerk of the Corporation



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**P.O. BOX 1806
CONCORD, NH 03302-1806**

**603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

Alternate W-9 Form Instructions:

To establish your company as a vendor for the State of New Hampshire, an "Alternate W-9" form is required. This form is for IRS purposes. The following information may help you in completing this form.

Individuals and sole proprietors must use their social security number in combination with their name, while partnerships and corporations must use their Federal Identification Number in combination with their company name. A Company is not automatically a corporation – be sure of your status before completing this form. In all cases, the information in our files should reflect the same information you use to file your annual federal tax return.

Please return the completed "Alternate W-9" form to:

NH Department of Corrections
Attn: Fiscal Management
PO Box 1806
Concord, NH 03302-1806

Or the form may be faxed to: (603) 271-5639.

If you have any questions, please call (603) 271-5130.

Thank you for your assistance with this matter, and we look forward to many years of doing business with your company.

Sincerely,

Keith T. Ridings

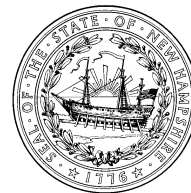
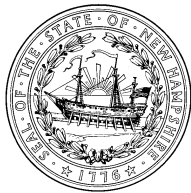
Keith T. Ridings
Contract and Grant Administrator
NH Department of Corrections

STATE OF NEW HAMPSHIRE

ALTERNATE W-9 FORM

PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER & CERTIFICATION

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED
INFORMATION



Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 31% withholding on each payment made to you. To avoid this 31% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

- If a service provider is a part of a GROUP PRACTICE, it is the group name & TIN which is required on this Alternate W-9.
- If the service provider is a SOLE PROPRIETOR, it is the individual name & TIN which is required on this Alternate W-9.

NAME: _____

ADD'L or D/B/A NAME: _____

BUSINESS ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

HOME ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return.

SSN _____ - _____ - _____ EIN/FIN _____ - _____

PRINCIPAL ACTIVITY (select only ONE).

☐ Service Provider ☐ Product/Merchandise Provider ☐ Other Provider

List principal type of service product or other you provide: _____

DESIGNATION (select ALL which apply to you/your organization).

<input type="checkbox"/> Individual	<input type="checkbox"/> Government	<input type="checkbox"/> Personal Service Corporation
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Health Care Provider
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Non-Profit (attach copy of exemption)

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge or belief.

NAME & TITLE (print or type) _____

TELEPHONE #: _____ SIGNATURE: _____ DATE: _____

PLEASE RETURN WHEN COMPLETED TO: NH DEPT OF CORRECTIONS

Subject: The Provision of Dental Laboratory Services, for a period of two (2) years from Governor and Executive Council Approval.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant St. Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date N/A	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 1-603-271-5603	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____, On _____ (DATE), before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s) William L. Wrenn, Commissioner	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, _____ On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, _____ On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed

by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or

on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.

Other Informational Forms to be aware of are listed within the Attachment called Supporting Documentation and can be found on the NH Department of Corrections Website:

<http://webster.state.nh.us/nhdoc/rfp.html>